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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SK Shipping (Singapore) PTE Ltd.

Plaintiff,

- against -

China National Chartering Corporation

Defendant

07 Civ. 03059 (HB)

**DECLARATION OF  
BRUCE BUCHAN**

1. I am a Full Member of the London Maritime Arbitrators Association (LMAA) and have served as an arbitrator with the Association since 1996. My office is at 44 Nadine Street, London, SE7 7PG.
2. On January 18, 2007 I was appointed by the President of the LMAA to serve as the sole arbitrator in an arbitration commenced by SK Shipping (Singapore) Pte. Ltd. against China National Chartering Corporation ("Sinochart"). The arbitration concerned a claim by SK Shipping against Sinochart arising under a charter party between them dated 26 January 2006 involving the vessel M/V TAI CHUNG.
3. I have been asked by Mr. Philip Burns of the Britannia Steam Ship Insurance Association Limited to give a declaration concerning the two notices I sent to Sinochart by email during the course of the arbitration.
4. After accepting the appointment as arbitrator, I sent two notices to Sinochart, one on January 22, 2007 and the other on February 20, 2007.

5. My January 22, 2007 notice was initially sent by email to ops@sinochart.co.cn, but I received a notification on my email system that it did not transmit. I then realized that I mistakenly left out the "m" after the "co". That same day I re-sent it to ops@sinochart.com.cn and inserted in the email the notation "corrected address". A true and correct copy of this corrected email is attached hereto.
6. My February 20, 2007 notice to Sinochart was also sent to ops@sinochart.com.cn. A true and correct copy is attached hereto.
7. Apart from the notice discussed in paragraph 5 above, I received no other notices from my email system that emails I sent to Sinochart did not transmit.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at London, England on this 30<sup>th</sup> of August 2007.

By: Bruce Buchan  
Bruce Buchan

From: <BruceBuchan1@aol.com>  
To: <cps@sinochart.com.cn>  
Cc: "Burns Philip" <PBurns@triley.co.uk> Bruce Buchan

44 Nadine Street

London SE7 7PG

Telephone 020 8333 5205

Faxsimile 020 8333 2205

e-mail: BruceBuchan1@aol.com

**FACSIMILE MESSAGE**

22 January 2007

To: Sinochart

(and by e-mail: cps@sinochart.com.cn) - corrected address

Attention: Mr. Guo Qian, Operations Department

Copy: The Britannia Steam Ship Insurance Association Limited

Attention: Mr. Phillip Burns  
Reference: FDD/DH/2006/3953/jc

Two pages in total.

"TAI CHUNG" - charterparty dated 26.01.06

Dear Sirs,

You will have now received the claim submissions in the above matter, served by The Britannia Steam Ship Insurance Association on behalf of SK Shipping Co. Ltd. By clause 30 of the above charterparty, the London Maritime Arbitrators Association (LMAA) Small Claims Procedure applies to this arbitration. Because you did not respond to the claimant Owners' requests to agree a sole arbitrator in this reference, the Owners' legal representatives, as they are entitled to do under section 2.(b) of the Small Claims Procedure, have requested the President of the LMAA to make an appointment. The President has in turn asked me to serve as sole arbitrator and I have agreed to do so.

Please note that notwithstanding the manner of my appointment, I have a duty under the English Arbitration Act 1996 to "act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting his case and dealing with that of his opponent". Be assured that I shall conduct the proceedings accordingly.

I also have a duty under the Arbitration Act to avoid unnecessary delay. In the circumstances, it is appropriate for me to point out that the LMAA Small Claims Procedure requires the respondents to serve their Defence and any counterclaim no later than 28 days after receipt of the claim submissions or from the date of the appointment of the arbitrator, whichever is later. In this case, the relevant date is 18th January 2007. I shall therefore expect your defence submissions and counterclaim, if any, in this matter, together with copies of the documents upon which you rely, by close of business in London 15th February 2007. There is liberty to apply for a limited period of additional time, which may be granted if you can show that you genuinely and reasonably need it; any such request must be made no later than 15th February 2007.

Yours faithfully,

Bruce Buchan

# Bruce Buchan

44 Nading Street  
London SE7 7PG

Telephone 020 8333 5205  
Facsimile 020 8333 2205  
e-mail: BruceBuchan1@aol.com

## FACSIMILE MESSAGE

(and by e-mail: ops@sinochart.com.cn)

20 February 2007

To: China National Chartering Corporation (Sinochart)  
Attention: Mr. Guo Qian, Operations Department

Copy: The Britannia Steam Ship Insurance Association Limited  
Attention: Mr. Phillip Burns/Mr. Dale Hammond  
Reference: FDD/DH/2006/3953/jc

Dear Sirs,

### "TAI CHUNG" – charterparty dated 26.01.06

I refer to my fax and e-mail messages of 22 January 2007, in which you were advised that under the London Maritime Arbitrators Association (LMAA) Small Claims Procedure, which applies to this arbitration, you were required to serve your defence submissions and counterclaim, if any, by close of business in London 15<sup>th</sup> February 2007. You have not served those submissions, nor have you requested further time in which to do so.

I therefore order that you serve your defence and any counterclaim in this matter, together with copies of the documents upon which you rely, by close of business in London 2<sup>nd</sup> March 2007, in default of which I shall proceed to an award on the basis of the submissions and documents before me to the exclusion of all others.

Yours faithfully,

Bruce Buchan

